

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 17, 2005

Division: Public Works

Bulk Item: Yes X No

Department: Facilities Maintenance

Staff contact person: Miguel Carbonell

AGENDA ITEM WORDING: Approval to renew Security Agreement with Deputy David Johnson to continue residing at the Mariner's Resort Park in Big Pine Key, Florida, for the same amount of rent and utilities totaling \$425.00 per month.

ITEM BACKGROUND: On August 31, 2005, the Security Agreement with Deputy David Johnson will expire. He is currently paying a total of \$425.00 (\$229.06 for rent and \$195.94 for water, septic/sewer, electricity and solid waste) per month.

PREVIOUS RELEVANT BOCC ACTION: Since September 1, 2002, the Board has approved Deputy David Johnson to reside at Mariners Resort Park, Big Pine Key, Florida.

CONTRACT/AGREEMENT CHANGES: To renew Security Agreement for one (1) additional year, commencing on September 1, 2005, and terminating on August 31, 2006. Additional language added to Sec. 7 regarding Tenant keeping pets or other animals on premises.

STAFF RECOMMENDATIONS: Approval as stated above.

TOTAL COST: N/A

BUDGETED: Yes N/A No

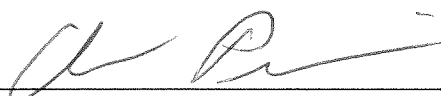
COST TO COUNTY: N/A

SOURCE OF FUNDS: Revenue-producing

REVENUE PRODUCING: Yes X No **AMOUNT PER MONTH** \$425.00
Year \$5100.00

APPROVED BY: County Atty OMB/Purchasing Risk Management

DIVISION DIRECTOR APPROVAL:


Dent Pierce, Public Works

DOCUMENTATION: Included Yes

Not Required

DISPOSITION:

AGENDA ITEM # C3

(REVISED)

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Dep. David Johnson Contract #
 Effective Date: September 1, 2005
 Expiration Date: August 31, 2006

Contract Purpose/Description:

Renewal of Security Agreement with Deputy David Johnson to continue residing at
 Mariners Resort Park, Big Pine Key, Florida.

Contract Manager: Miguel Carbonell 4385 Facilities Maint. #4
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on August 17, Agenda Deadline: August 2, 2005
2005

CONTRACT COSTS

Total Dollar Value of Contract: \$ Revenue Current Year Portion: \$
producing
 Budgeted? Yes ☐ No ☐ Account Codes:
 Grant: \$
 County Match: \$

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ /yr For:
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>7/26/05</u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>[Signature]</u>	<u>7/26/05</u>
Risk Management	<u>7-1-05</u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>MS Lewis</u>	<u>7-1-05</u>
O.M.B./Purchasing	<u> </u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>7/22/05</u>
County Attorney	<u>7/5/05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>7/5/05</u> <u>& 8/11/05</u>

Comments:

Security Agreement with a Law Enforcement Officer

This Security Agreement is made this 17th of August, 2005, by and between Monroe County, a political subdivision of the State of Florida, hereafter County, and Deputy David Johnson, an officer of the Monroe County Sheriff's Department, hereafter Officer.

WITNESSETH:

WHEREAS, the County believes the presence of a law enforcement officer residing at the premises described in this agreement would deter vandalism and theft at the premises;

WHEREAS, the County has decided that at present time it is in the County's best interest to enter into a Security Agreement with the Officer to provide the deterrence described;

Now, therefore, the parties agree as follows:

1. The County agrees to enter into a Security Agreement for the provision of security services in Mariners Resort Park, hereafter premises, in exchange for the use of the home located thereon by the Officer and his/her immediate family or roommate. The term of this Security Agreement commences on September 1, 2005, and ends on August 31, 2006.

2. The County agrees to provide Officer with water, sewer/septic, electricity, and solid waste collection service. The Officer shall reimburse the County for said service at a rate of \$195.94 per month payable in advance on the first business day of each month to the Monroe County Clerk of the Courts, Finance Department, 500 Whitehead Street, Key West, Florida 33040. The Officer agrees to pay an additional amount of \$229.06 per month payable in advance on the first business day of each month to the Monroe County Clerk of the Courts, Finance Department, 500 Whitehead Street, Key West, Florida 33040. This additional amount is deemed to be the difference between the fair market rental of the residence and the value of the security services being provided. The Officer shall arrange for and provide residential telephone service at his own expense. If the Officer desires cable television service, he shall arrange for and provide that service at his own expense.

3. The Officer further agrees that, during the term of this Security Agreement, the Officer is and will remain:

- a) certified as a regular, full time law enforcement officer by the Florida Criminal Justice Standards and Training Commission; b) a deputy employed by the Monroe County Sheriff's office and empowered to make arrests under the laws of the State of Florida.

4. The Officer may not lease the premises nor assign any obligation, benefit or duty created under this Security Agreement, without the written consent of the County.

5. The Officer shall, at least once each night, conduct an inspection walk at Mariners Resort Park and check for any signs of theft or vandalism and question, and if necessary remove, any authorized or suspicious persons found on site. The Officer shall also note any safety hazard(s) observed during his/her inspection and inform a supervisory employee of the County's Public Works Department of any such hazards as soon as possible.

6. This Security Agreement may be terminated before the expiration of the one year term, with or without cause and in the sole discretion of the County, upon

- a) 60 days written notice by the County to the Officer;
- b) 30 days written notice by the County to the Officer when:
 - i) The Officer has left employ of the Monroe County Sheriff's office;
 - ii) The Officer is no longer certified as required by Section 3;
 - iii) The Officer fails to timely pay the County the amount described in Section 2 or fails to obtain or keep telephone service as required by Section 2;
 - iv) The Officer fails to conduct the walk around inspections required by Section 5 or fails to inform the County Public Works Department of any observed safety hazard(s) as required by Section 5;
 - v) The Officer leases the premises or assigns any interest under this Security Agreement without the consent required by Section 4;
- c) 15 days notice by the County to the Officer in an emergency situation.

The waiver by the County of any act, event, occurrence or omission which would entitle the County to terminate this Security Agreement shall not affect the right of the County to demand strict performance of the terms of this agreement with respect to any subsequent act, event, occurrence or omission, constituting a breach, default or nonperformance by the Officer.

The Officer may terminate this Security Agreement upon 30 days written notice to the County if he/she is transferred to a substation whose location would make it impracticable to continue to reside at the premises or if the Officer leaves the employ of the Monroe County Sheriff's office.

7. The Tenant covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury, and property damage

(including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with or by reason of the Tenant utilizing property governed by this Security Agreement, except for such claims as may occur due to the Tenant's performing duties pursuant to Section 5 of this Security Agreement.

The Tenant shall have full and sole responsibility for any damage, harm, nuisance, claim or other liability which arises as a result of any of the Tenant keeping pets or other animals on the premises, including the park area upon which the house is situated. This provision especially applies to the taking of endangered or threatened species of animals as a result of the actions of the Tenant's pets. Tenant shall maintain proper restraints and safeguards to ensure against such takings and shall be solely liable for takings which occur, regardless of the degree of care Tenant has exercised to prevent any takings.

8. The parties agree that this written agreement sets forth the entire agreement between the parties and that there are no terms or understandings other than those stated herein. None of these terms, provisions, and conditions contained in this agreement may be added to, modified superseded or otherwise altered, except by a written amendment executed by the parties.

9. If the Tenant wishes to make any modifications or alterations to the premises, he/she must first make the request in writing to the County, and receive written permission from the County Facilities Maintenance Director prior to making any alterations.

IN WITNESS WHEREOF, the parties hereto have been executed this agreement as of the date first written above

(SEAL)

Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Deputy/Clerk

By: _____
Mayor/Chairman

Deputy David Johnson

Witness

Witness

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM


SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY

Date

8/18/05